

# EXHIBIT C

## Terms and Conditions of SamsClub.com

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### Sam's Club Website Terms and Conditions

#### I. Introduction

Please review the following basic rules ("Website Terms and Conditions") that govern the use of the SamsClub.com site and the Sam's Club mobile app (collectively, "site"). Please note that your use of our site constitutes your agreement to follow and be bound by these terms. If you do not agree to these terms, please do not use this site. Although you may "bookmark" a particular portion of this site and thereby bypass these Website Terms and Conditions, your use of this site still binds you to the terms.

Sam's Club Members are also subject to Membership Terms and Conditions and the [Satisfaction Guarantee Terms and Conditions](#), as well as the policies and terms of other Sam's Club programs, services, and promotions that may apply. All users of this site are subject to the [Sam's Club Privacy Policy](#).

All Sam's Club rules, including these Website Terms and Conditions, may be amended from time to time without notice.

#### II. Copyrights and Trademarks; Use of Site

- Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips, software and written and other materials that are part of this site (collectively, the "Contents") may be subject to copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by SamsClub.com, one of its affiliates or by third parties who have licensed their materials to SamsClub.com and may be protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all content on this site is the exclusive property of Sam's Club and is also protected by U.S. and international copyright laws. If you believe that your work has been copied and is accessible on the Sam's Club Site in a way that constitutes copyright infringement please follow

the procedure outlined below in Section X - DMCA Notice; Procedure for Making and Responding to Claims of Copyright Infringement.

- The content and software on this site may be used only as a shopping resource. You may download or copy the Contents and other downloadable materials displayed on the site for your personal, non-commercial use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the site or any related software.

### **III. User Comments and User Ideas**

#### **A. User Comments**

- Sam's Club does not claim ownership of any comments or reviews submitted or offered by you on or through this site ("Comment(s)"). By making any Comment, you agree that such Comment is non-confidential, non-proprietary, and may be disseminated or used by Sam's Club. If you make a Comment, you automatically grant-or warrant that the owner of such content has expressly granted-Sam's Club a royalty-free, perpetual, irrevocable, worldwide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the Comments in any media or medium, or any form, format, or forum now known or hereafter developed. For this reason, we ask that you not send us any Comment that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. Notwithstanding the foregoing, Sam's Club is not required to use or take any action with respect to any Comment.
- You agree that you will not make any Comment that is, in whole or in part, libelous; scandalous; inflammatory; discriminatory; defamatory; false; threatening; vulgar; obscene; pornographic; profane; abusive; harassing; invasive of another's privacy; hateful or bashing; aimed at gender, race, color, sexual orientation, national origin, religious views, or disability; in violation of local, state, national, or international law; or that infringes on, or violates, any right of any party. Additionally, you agree that you will not: (a) make any Comment that is an advertisement or solicitation of business; (b) disrupt the normal flow of dialogue or make a Comment unrelated to the topic being discussed (unless it is clear the discussion is free-form); (c) post a chain letter or pyramid scheme; (d) impersonate another person; (e) distribute viruses or other harmful computer code; (f) harvest or otherwise collects information about others, including email addresses, without their consent; (g) post the same note more than once or engage in "spamming"; or (h) engage in any other conduct that restricts or inhibits any other person from using or enjoying the site, or which, in the judgment of Sam's Club, exposes Sam's Club or any of its licensors, partners, or customers to any liability or detriment of any type.
- You are solely responsible for any Comments you make, the consequences of making a Comment, and your reliance on any Comments. Sam's Club is not responsible for the consequences of any Comment. Sam's Club is not responsible for screening or monitoring Comments.

- Sam's Club reserves the right (but is not obligated) to: (a) record any Comment you make on the site; (b) investigate an allegation that a Comment does not comply with these Website Terms and Conditions; (c) determine in its sole discretion to remove or request the removal of Comments which are abusive, illegal, disruptive, or outdated, or that otherwise fail to comply with these Website Terms and Conditions; (d) terminate a user's access to any or all parts of the site upon any breach of these Website Terms and Conditions or the law; and (e) monitor, edit, or disclose any Comment, regardless of whether such Submission violates these Website Terms and Conditions. Sam's Club will have no liability or responsibility to users for performance or nonperformance of such activities.

#### **B. User Ideas**

Sam's Club's policy is to not accept or review unsolicited ideas. Notwithstanding this policy, any ideas, know-how, or concepts that are submitted or offered through the site shall be and remain the exclusive property of Sam's Club and shall be treated as non-confidential information. Sam's Club will be entitled to use and disclose any ideas, know-how, or concepts you submit for any purpose whatsoever, without restriction and without compensating you or any other party in any way.

#### **IV. Colors**

We have made every effort to display as accurately as possible the colors of the products that appear at the site. However, as the actual colors you see will depend on your monitor and various other factors, we cannot guarantee that the actual display of any color to you will be accurate.

#### **V. Products and Pricing**

- Prices and availability are subject to change without notice.
- While Sam's Club strives to provide accurate product and pricing information, pricing, pictorial or typographical errors may occur. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Sam's Club shall have the right, at its sole discretion, to either refuse or cancel any orders placed for that item, or contact you for notification and instructions on such cancellation. Without limitation to said terms above, Sam's Club does not represent that each item on this website is accurate in regards to pricing and product information and disclaims any liability as to such accuracy.
- Unless otherwise noted, prices for items ordered on the site do not include shipping costs or applicable taxes.
- Sam's Club reserves the right to limit quantities to normal retail purchases or one-per-Member or household, and to exclude resellers.
- We strive to provide you with the lowest costs possible on the site as well as in our warehouses. In our effort to provide you with the lowest costs in your particular geographic region, warehouse prices will sometimes differ from online prices.

#### **VI. Club Hours and Specialty Departments**

- Club hours may vary by location.
- Specialty departments vary by club. Visit [SamsClub.com/locator](https://www.samsclub.com/locator) to find departments in a club near you.

## **VII. Indemnification**

You agree to defend, indemnify and hold Sam's Club harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to any breach by you of these Terms.

## **VIII. DISCLAIMER OF WARRANTIES**

THIS SITE IS PROVIDED BY SAM'S CLUB ON AN "AS IS" BASIS. SAM'S CLUB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SAM'S CLUB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM.

## **IX. LIMITATION OF LIABILITY**

BY USING THIS SITE, YOU AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL SAM'S CLUB OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE SITE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. IF YOU ARE DISSATISFIED WITH THIS SITE OR ANY CONTENT ON THE SITE, OR WITH THE WEBSITE TERMS AND CONDITIONS, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR

ANY REASON, THEN THE AGGREGATE LIABILITY OF SAM'S CLUB UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

#### **X. Dispute Resolution**

Use of the site will be governed by the laws of the State of Arkansas. These Terms and Conditions shall be interpreted, construed, enforced and governed in all aspects in accordance with the exclusive jurisdiction and laws of Arkansas. Any suit, cause of action, or legal proceeding arising under or relating to the use of the site, including these Terms and Conditions, shall be in the exclusive jurisdiction and venue of the state courts of Arkansas, situated in Benton County, Arkansas or the federal courts situated in the Western District of Arkansas.

#### **XI. DMCA Notice; Procedure for Making and Responding to Claims of Copyright Infringement**

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the site in a way that constitutes copyright infringement please follow this procedure.

It is the policy of Sam's Club to respond to claims of copyright infringement. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to Sam's Club's Designated Agent. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on this site, please notify us by contacting our Designated Agent. Even if you believe that the alleged infringing work was not posted by a third party, please send all notifications of claimed copyright infringement to Sam's Club's Designated Agent listed below.

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to Sam's Club's Designated Agent that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Sam's Club to locate the material;

4. Information reasonably sufficient to permit Sam's Club to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Sam's Club's Designated Agent for notice of claims of copyright infringement can be reached as follows:

**By mail:**

Legal  
Wal-Mart Stores, Inc.  
850 Cherry Ave.  
San Bruno, California 94066

**By Telephone:**

650.837.5000

**By e-mail:**

DMCA@walmart.com

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on this site.

Upon receipt of a valid notification of alleged copyright infringement by a third party, Sam's Club shall remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by Sam's Club, if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the Designated Agent at the address listed above.

To be effective, a counter notification must be a written communication provided to the Sam's Club Designated Agent that includes the following:

1. A physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If Sam's Club receives a valid counter notification, it shall provide the complainant with a copy of the counter notification, inform the complainant that it will replace the removed material or cease disabling access to it in 10 to 14 days from receipt of the counter notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that Sam's Club has not received notice from the complainant that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on Sam's Club's system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in their counter notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee, or by Sam's Club, if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

## **XII. Miscellaneous Provisions**

- If for any reason a court of competent jurisdiction finds any provision or portion of the Website Terms and Conditions to be unenforceable, the remainder of the Website Terms and Conditions will continue in full force and effect.
- These Website Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Website Terms and Conditions will be effective as to that provision only and only if made in writing and signed by Sam's Club.

## **Sam's Club Membership Terms and Conditions**

### **I. Introduction**

These Membership Terms and Conditions govern the relationship between Sam's Club and its Members and Cardholders.

Certain services, programs, and promotions may be subject to additional policies and terms. All Sam's Club Members are subject to the [Sam's Club Privacy Policy](#).

All Sam's Club rules, including these Membership Terms and Conditions, may be amended from time to time without notice.



## II. Satisfaction Guarantees

We aim to exceed your expectations and provide a legendary member experience. We are committed to meeting or exceeding your expectations at an exceptional value.

100% Satisfaction Guarantee on Membership. We'll refund in full the actual amount you paid for your current annual membership at any time during the membership year if you aren't satisfied.

100% Satisfaction Guarantee on Merchandise. We'll replace the item or provide a refund if the quality and performance don't meet your expectations. Receipt, proof of purchase, or printed order will be required.

Additional requirements, limitations, restrictions, and exclusions apply. Please visit our [Satisfaction Guarantee Terms and Conditions](#) for full program terms.

## III. General Membership Policies

- Members must be 18 years of age or older and have a valid form of identification.
- Sam's Club reserves the right to accept, refuse, or revoke Membership with or without cause at any time at its sole discretion.
- Memberships are available to qualifying owners or operators of businesses or licensed professionals.
- Members are welcome to bring their children or guardians and up to two guests to Sam's Club. A Member must accompany their children or guardians and their guests at all times. Members are responsible for any damage caused by themselves, their children or guardians, and their guests.
- Sam's Club reserves the right to inspect any container, backpack, briefcase and so forth of any person upon entering or leaving the Club and to refuse entry to anyone at our discretion.
- Receipts: To ensure that you are charged correctly for the merchandise you have selected, Sam's Club may inspect or electronically scan your merchandise and electronic/phone or paper copy receipt(s) when you exit the Club.

## IV. Membership Period, Cards and Fees

### A. For all Members:

- Report a lost or stolen card immediately at any Sam's Club Member Services Desk or by calling 888-746-7726.
- The annual membership fee covers a 12-month period.
- The Primary Member is solely responsible for Membership, including account maintenance.
- All Primary Members may add a Complimentary Household Cardholder, which may be the Primary Member's spouse, domestic partner, or person living in the same household who is 18 years of age or older.

- Membership cards require a card number and a photo to be valid.
- Membership cards are non-transferable and are valid at all Sam's Club locations worldwide.

**B. Specific to Members who own or operate a business:**

- A Membership also includes a Complimentary Card in addition to the Primary Member card.
- Sam's Club Members may obtain up to eight (8) Add-on Memberships for an additional fee.
- Sam's Plus Members may obtain up to sixteen (16) additional Add-on Memberships for an additional fee.
- Add-on Memberships include a card for the Primary Add-on Member and an Add-on Complimentary Household Cardholder.
- The Membership period for Add-on Member will coincide with the Primary Member's membership period. The Membership fee for Add-On Member added after the Primary Member may be prorated.

**V. Membership Renewal**

**A. Auto Renew Program**

- Members may have the opportunity to enroll in the Auto Renew Program. All new Members will be automatically enrolled in the Auto Renew Program, unless they do not provide information required for enrollment at the time of Membership sign-up or have specifically opted out of the program.
- If a Member is enrolled in the Auto Renew Program, Sam's Club will charge the Membership fee, plus the fee of any existing Add-On Memberships and any applicable taxes, to the Member's account approximately one day before the end of each Membership term. By enrolling in the Auto Renew Program, a Member authorizes Sam's Club to charge the scheduled payments to the account identified for payment, or any other account on file, and represents that the Member is the owner or authorized user of the account(s).
- Sam's Club will send information about the Auto Renew Program and Membership renewal by email only. A valid email address is required for enrollment in the Auto Renew Program. Members may update information online or by calling 1-888-746-7726. Members may revoke consent to receive emails about the Auto Renew Program by calling 1-888-746-7726. By enrolling in the Auto Renew Program, a Member agrees to receive communication about Membership renewals only by email and to receive marketing and promotional email from Sam's Club.
- A Member's authorization under the Auto Renew Program allows Sam's Club to adjust the scheduled charge to reflect any changes to the Membership fee, Add-On Membership fee (if applicable), or taxes. Sam's Club will notify the Member by email, at least 10 days prior to making any charge, if there is a change to the fee. Although payment will usually be withdrawn on the scheduled date, the Member should allow several days for processing. Sam's Club will not

send a bill before making the charges, and it is the Member's responsibility to ensure sufficient funds are available at the time of each payment.

- ALL AUTHORIZATIONS UNDER THE AUTO RENEW PROGRAM REMAIN IN EFFECT UNTIL THE AUTOMATIC RENEWAL OPTION IS CANCELLED.
- Continued participation in the Auto Renew Program after any changes to these Membership Terms and Conditions or changes to the Membership fee constitutes acceptance of the changes. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP AND/OR AUTOMATIC RENEWAL.
- Members may cancel automatic renewal at any time online or by calling 1-888-746-7726. If a Member cancels automatic renewal, the current Sam's Club Membership remains active unless it is canceled as well. A Member can keep Membership active and renew it by paying in the Club or calling 1-888-746-7726. To cancel the Sam's Club Membership, the Member must call 1-888-746-7726 or visit the Membership Desk at a local Sam's Club.

#### **B. Automatic Billing for Sam's Club Credit**

Primary Members with Sam's Club Credit will be automatically billed for Membership renewal unless otherwise specified. You will not receive a new card each year. See [Sam's Club Credit Terms](#) for additional information.

#### **C. Members Not Enrolled in Auto Renew Program or Automatic Billing**

- Primary Members will receive a renewal notice by mail unless set up with automatic billing on Sam's Club Credit or enrolled in the Auto Renew Program.
- The Primary Member or Complimentary Household Cardholder may authorize renewal or cardholder changes (including Add-On Memberships for Members who operate a business). However, Sam's Club reserves the right to not allow Complimentary Household Cardholders to make any changes to a Membership at its sole discretion at any time.
- Members may renew by mail, at the Club, via mobile, on SamsClub.com, or over the phone by calling 888-746-7726.
- A renewal initiated within sixty (60) days after your expiration date will extend your Membership for twelve (12) months from the expiration date. If your Membership has been expired for more than sixty (60) days, Sam's Club has discretion to extend your Membership for twelve (12) months from the date you initiated the renewal.

### **VI. Payment**

#### **A. General Policy**

- We accept checks, cash, Sam's Club Credit, Wal-Mart® Credit, American Express®, MasterCard®, Visa®, Discover®, EBT, and ATM debit cards.

- Personal Checks: Preprinted from Member's personal checking account with Member's name, address and phone number written in the exact amount of the purchase.
- Photo ID (such as a driver's license or passport) may be required.

**B. Exception for business purchases by Members who own or operate a business:**

- All business purchases must be made with authorized business checks or a company credit card. Business checks must be preprinted from the company's business checking account, with company name, address and phone number, written in the exact amount of the purchase and signed by an authorized company representative. Photo ID may be required. The company guarantees payment on all purchases made with a company business check.
- Members with a business designation may not pay for business purchases with cash, personal checks, or personal credit cards.
- The Primary Member is not responsible for personal checks written by Add-on Members.

**VII. Use of Resale Permit or Transaction of Privilege Tax License (Tax-Exempt)**

- Members who own or operate a business must declare to the cashier any merchandise that is being purchased for resale or that is otherwise tax-exempt.
- A tax-exempt organization may purchase tax-free. All items purchased must be used exclusively by the tax-exempt organization for tax-exempt purposes only.
- To obtain tax-exempt purchasing privileges, Members must present a valid state tax-exempt number or Sales and Use tax license (or photo copy) with a Membership application and renew it once every three years at Sam's Club.
- If the Member buys any property for resale and uses that property for any purpose other than retention, demonstration or display while holding it for sale, the law requires the Member to report and pay tax, measured by the purchase price or other authorized amount.
- Members will hold Sam's Club harmless from and will indemnify Sam's Club against any claim, loss or expense occurring from any failure to comply with resale permits or tax-exempt requirements, and Membership will be subject to immediate forfeiture.

**VIII. LIMITATION OF LIABILITY**

YOU AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL SAM'S CLUB, OR ITS DIRECTORS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR PARTICIPATION IN SAM'S CLUB SERVICES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF ALL THE MEMBERSHIP

PAYMENTS ACTUALLY MADE BY YOU DURING THE COURSE OF YOUR MEMBERSHIP, OR THE AMOUNT OF YOUR SAM'S CLUB PURCHASES, AS APPLICABLE. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL SURVIVE ANY CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP.

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IF ANY PROVISION HEREOF IS FOUND TO BE INVALID, IN WHOLE OR IN PART, IT WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION HEREOF.

YOU REPRESENT THAT YOU HAVE THE REQUIRED LEGAL CAPACITY AND THAT YOU ARE OF THE REQUIRED LEGAL AGE TO ENTER INTO THESE TERMS AND THAT NO ONE ELSE HAS ANY INTEREST IN YOUR ACCOUNT WITH SAM'S CLUB.

#### **IX. Dispute Resolution**

Your relationship with Sam's Club will be governed by the laws of the State of Arkansas. These Terms and Conditions shall be interpreted, construed, enforced, and governed in all aspects in accordance with the exclusive jurisdiction and laws of Arkansas. Any suit, cause of action, or legal proceeding arising under or relating to your Membership, including these Terms and Conditions, shall be in the exclusive jurisdiction and venue of the state courts of Arkansas, situated in Benton County, Arkansas or the federal courts situated in the Western District of Arkansas.

#### **X. Miscellaneous Terms**

- If for any reason a court of competent jurisdiction finds any provision or portion of the Membership Terms and Conditions to be unenforceable, the remaining terms shall remain in full force and effect.
- These Membership Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Membership Terms and Conditions will be effective as to that provision only and only if made in writing and signed by Sam's Club.
- The provisions of these Membership Terms and Conditions that by their nature are intended to survive termination of these Membership Terms and Conditions shall survive their termination.

### **Sam's Club Instant Savings Terms and Conditions**

#### **I. Introduction**

These Instant Savings Terms and Conditions govern Sam's Club's Instant Savings Program. Instant Savings are limited-time promotional discounts on select items. These discounts are electronically loaded on a Sam's Club Membership and automatically applied when you purchase an applicable item during valid dates. See an associate at the Member Service Desk in Club for details on currently featured Instant Savings.

Participation in Instant Savings is subject to these Instant Savings Terms and Conditions, the Membership Terms and Conditions, the Website Terms and Conditions, and other Sam's Club rules and policies as may be applicable. Participation in the Instant Savings Program constitutes acceptance of these Instant Savings Terms and Conditions.

All Sam's Club rules, including these Instant Savings Terms and Conditions, may be amended from time to time without notice.

## **II. Eligibility and Enrollment**

- The Instant Savings Program is only available to U.S. excluding Puerto Rico Members in current, active status. Enrollment is automatic for eligible Members.
- Instant Savings offers may differ based on location and Member purchase history.
- Sam's Club reserves the right to discontinue the participation privileges of any member who engages in any fraudulent activity or uses the Instant Savings Program in a manner inconsistent with these Terms and Conditions or any federal or state laws. Discontinued participation privileges may result in the loss of all accumulated Instant Savings and benefits and may result in revocation of Membership from Sam's Club.
- To opt out of the Instant Savings Program, contact the in-Club Member Services Desk. Opting out of the Instant Savings Program will prevent you from receiving any future Instant Savings alerts, communications, or offers. Existing Instant Savings offers, already loaded to your account, will remain available until their expiration date.

## **III. Instant Savings Offers**

- Active U.S. (excluding Puerto Rico) Members can access the following Instant Savings information at [SamsClub.com/instantsavings](https://SamsClub.com/instantsavings) and on the Sam's Club mobile application: current and upcoming Instant Savings offers; number and dollar amount of Instant Savings offers currently available; and number and dollar amount of Instant Savings offers redeemed over the last 12 months. Member must be a current, active Member and have a registered email and select a home club on [SamsClub.com](https://SamsClub.com) in order to access the Instant Savings account page online
- Instant Savings offers may take up to 24 hours to load to the Membership account.
- All Instant Savings offers communicated in any digital or printed materials by Sam's Club are subject to change without notice and are subject to additional conditions, restrictions, limitations, availability and qualifications as dictated by Sam's Club. Sam's Club does not guarantee the accuracy or completeness of any Instant Savings offers, discounts item numbers or item information contained in any digital or printed materials.
- Restrictions and limitations for Instant Savings offers may include limitations on the number of items that may be purchased, the number of times an offer can be redeemed, and the dates the offers are available. Sam's Club will make every effort to list these restrictions and limitations in conjunction with each item on your account summary on [SamsClub.com](https://SamsClub.com) and the Sam's Club mobile application.

- An Instant Savings offer cannot be redeemed before its designated available date or after its designated expiration date.
- Select Instant Saving offers are redeemable online at SamsClub.com. The individual Sam's Club Instant Savings offer will note which items are available online for redemption. The Instant Savings discount will be applied at checkout. Once applied at checkout, approximately one hour from placing the order, the discount will be deducted from the Member's available number of offers.
- Available Instant Savings offers will be automatically applied either when the item is scanned at the register or during the checkout process on SamsClub.com or the Sam's Club mobile application.
- In the case of Club Pickup purchases, Instant Savings offers can be redeemed in the Club or online, so long as both the purchase and pickup occur during the applicable Instant Savings offer dates. Full Club Pickup Terms and Conditions are available [here](#).
- If the Instant Savings offer amount exceeds the price of an item, the price of the item shall be zero and the Member shall not be paid the difference in price.
- If an Instant Savings offer has been fully redeemed, the offer will be removed from the Member's account and will no longer be available. If a transaction for an item is voided, any associated Instant Savings offer is permanently voided and will not be reinstated to the Member's account.
- Sam's Club makes every effort to assign Instant Savings offers based upon products stocked in the preferred Club of the Membership account; however product availability is on a first-come, first-served basis and subject to item availability in Club.
- There are no rain checks, credits, or time extensions on Instant Savings offers for any reason (e.g., out-of-stock, item cancellation, or regional restrictions).
- Instant Savings offers are non-transferable and may only be redeemed for the product and item numbers designated in the promotion.
- Depending on your state, the sales tax that applies to your purchase may be calculated based on the retail price of the product before the Instant Savings discount.
- If more than one Instant Savings offer is available for an item in your cart, the highest-value available discount will be automatically applied at checkout. Multiple offers will not be combined for any item.

## Cash Rewards Terms & Conditions

### I. Introduction

The Sam's Club Cash Rewards program (the "Cash Rewards Program") is a membership benefit exclusively for U.S. Sam's Club Plus Members. The Cash Rewards Program allows Sam's Club Plus Members to earn Cash Rewards on qualifying purchases at Sam's Club. Earned Cash



Rewards are loaded on to the membership account at the end of each membership year (12-month period) and are then available for redemption as cash or credit.

Participation in the Cash Rewards Program is subject to these Terms and Conditions, the Sam's Club Membership Terms and Conditions and other Sam's Club rules and policies that may be applicable. Participation in Cash Rewards constitutes acceptance of these Cash Rewards Terms and Conditions.

All Sam's Club rules, including these Cash Rewards Terms and Conditions, may be amended from time to time without notice.

## **II. Earning Cash Rewards**

- Sam's Club Plus Members earn 2% in Cash Rewards on qualifying pre-tax purchases during a membership year with a maximum reward of \$500 per 12-month period. Cash Rewards are loaded onto the Sam's Club Plus Member account about two months before the end of the membership year (award date).
- Returns for refund of qualified purchases are deducted from accrual of Cash Rewards.
- Only qualifying purchases made by the Primary Member, Complimentary Household Cardholder, or Company Cardholder in a Sam's Club facility located in the United States (excluding Puerto Rico) or on SamsClub.com or SamsClub.com-hosted websites qualify for Cash Rewards. Sam's Club Add-On Members do not qualify to earn Cash Rewards for themselves or for their Primary Member.
- Sam's Club reserves the right to correct any errors it discovers resulting in changes to the Cash Rewards Program or to a Member's Cash Rewards.
- At the time Cash Rewards are awarded, the Member must be an active Sam's Club Plus Member.

## **III. Cash Reward Exclusions**

Cash Rewards are not earned for purchases of the following:

- Alcoholic Beverages
- Tobacco
- eCigarettes
- Fuel
- Milk
- Merchandise or services sold or provided on websites not hosted by Sam's Club - even if accessed originally through SamsClub.com.
- Auctions



- Gift Cards, including third party Gift Cards
- Inventory, sales, or services belonging to or offered by third parties (including but not limited to auto buying program, insurance, legal services, merchant credit card payment processing services, etc.)
- Lottery tickets
- Membership
- Service contracts (example - mobile phone contracts)
- Pharmacy - prescriptions
- Photo Center
- Postage stamps
- Services and Labor (examples - delivery, tire installation, etc.)
- Taxes and fees (including sales tax, deposits, miscellaneous fees etc.)
- Service Plans

Cash Rewards cannot be earned where application of the Cash Rewards Program would be prohibited by law or regulation. Sam's Club reserves the right to add, modify or delete qualifying restrictions on product categories or products from the above list without notice.

#### **IV. Maximum Balance of Cash Rewards**

Whenever a total of earned Cash Rewards reaches \$2,000 ("Maximum Balance"), Cash Rewards will no longer accrue. A member must reduce the Maximum Balance (e.g. use for purchase or convert to cash) in order for Cash Rewards accrual to begin again. There is no retroactive credit of Cash Rewards earned for purchases made during the time of Maximum Balance.

#### **V. Redeeming Cash Rewards**

- Cash Rewards can be redeemed as cash or store credit.
- Only the Primary Member or Complimentary Household Cardholder on a Membership account may access and redeem the Cash Rewards loaded on the Membership account.
- Cash Rewards are non-transferable and non-assignable.
- Sam's Club reserves the right to require photo identification.

#### **VI. Purchase and Rewards Balances**

- After Cash Rewards are awarded, any remaining qualifying purchase balance will be rolled over to the next Membership year and accrue towards Cash Rewards the following year.

- If a Sam's Club Plus Membership is terminated, cancelled, downgraded to a lower level of Membership during the course of the Membership year, or revoked by Sam's Club, accrual of Cash Rewards for that year shall be forfeited.
- Sam's Club Plus Members that have terminated, cancelled, or not renewed their Memberships, or have downgraded to a lower level of Membership, but have already been awarded Cash Rewards from a previous Membership year, can collect those Cash Rewards at Club locations. Sam's Club Plus Members that cancel or do not renew their Memberships will have one (1) year to collect any previously awarded Cash Rewards at U.S. Sam's Club locations. Sam's Club reserves the right to issue a Sam's Club/Walmart gift card for any outstanding Cash Rewards balance after one (1) year.
- If a Member with a revoked Membership has been awarded Cash Rewards from a previous Membership year, that amount shall be mailed to the most recent Membership address on file. The revoked Member shall not be able to collect Cash Rewards in a Sam's Club.
- Outstanding Cash Rewards balances may be subject to state unclaimed property laws.

#### **VII. Suspension of Program or Rewards**

- Sam's Club reserves the right to amend, cancel or temporarily suspend the Cash Rewards Program, in whole or in part, or change any of these Cash Rewards Terms and Conditions at any time for any or no reason.
- Sam's Club reserves the right to suspend a Member's access to Cash Rewards and the Cash Rewards Program in the event of fraud, abuse of Cash Rewards Program privileges, or violations of the Cash Rewards Terms and Conditions, as determined in Sam's Club's sole discretion without notice to the Member. Such action may result in the forfeiture of Cash Rewards not yet redeemed.

#### **Free Shipping Terms & Conditions**

- Free Shipping for Plus: Sam's Club Plus Members with an active membership receive free shipping on all eligible online items denoted by a Free Shipping for Plus tag. Free Shipping for Plus is available in the U.S. (excludes Puerto Rico, Guam, the US Virgin Islands and PO Boxes).
- Free Shipping: Sam's Club Plus Members with an active membership shipping to the contiguous U.S. receive free shipping on all eligible online items denoted by a Free Shipping tag. Sam's Club Plus Members shipping items to Alaska and Hawaii will receive discounted shipping costs on items denoted by a Free Shipping tag and those items may also incur a surcharge. This will be made clear during the check-out process.

#### **Exclusions:**

- While Sam's Club Plus Members will enjoy some form of free shipping on most items there are some exclusions. Items that do not have a Free Shipping tag or don't say Free Shipping for Plus are not eligible for free shipping. Free shipping is limited to ground shipping. Limited items are available for free shipping to Military APO/FPO addresses. Free shipping is available for online

items only. Free shipping does not include delivery from Club locations. Some items may have shipping included. Free Shipping for Plus Members and Free Shipping are not available on the Auctions site.

- Free Shipping for Plus Members is not available for Drop Ship Resellers. A Drop Ship Reseller is someone who purchases products for the purpose of resale on a third party site.
- Sam's Club reserves the right to make changes to these terms and conditions at any time. Visit Free Shipping FAQs for additional information.

## **Sam's Club Mastercard Terms & Conditions**

Sam's Club® Mastercard® cardholders are eligible to earn cash back rewards on purchases made with their Sam's Club® Mastercard® account. Rewards apply to net card purchases (minus returns). Rewards percentages depend on the type of purchase made (5% for gas purchases at U.S. and Puerto Rico Sam's Club and Walmart fuel stations, and at Gas Stations located in the U.S. and Puerto Rico (but excluding purchases at fuel stations at wholesale clubs (other than Sam's Club), certain supercenters, and supermarkets), for up to the first \$6,000 in gas purchases each year and 1% thereafter; 3% for dining purchases (excluding purchases at wholesale clubs other than Sam's Club) and 1% for all other Eligible Purchases). Maximum of \$5,000 in Cash Back rewards can be earned in a calendar year. Cash back checks are issued each February for the Cash Back earned during the previous calendar year. Cash back rewards are forfeited if the Sam's Club® Mastercard® account is not in good standing, if the Sam's Club Membership terminates or lapses, or if the Cash Back earned in a calendar year is less than \$5.00. Cash back checks will be made payable to Sam's Club and may be cashed only at a Sam's Club location. See the "[How to Earn Cash Back with your Sam's Club® Mastercard®](#)" rewards program for details.

## **Free Prescriptions Terms & Conditions**

Free prescriptions include up to a 30 days supply only. Only the quantity and strength stated on the Extra Value Drug List ("EVDL") itself will be offered for \$0. There will be a cost for quantities greater than a 30 day supply. Prices listed in the EVDL do not apply to purchases submitted to any health benefit program, pharmacy benefit program, insurer, or government health care program. The discount is for Plus Members only, is non-transferable and available only at Sam's Club pharmacies. Free medications are not available in the following states: CA, GA, HI, MA, MD, ME, MN, OK, OR, PA, RI, SC, VT, and WI. This offer may not be combined with other offers. Valid prescription required. Other restrictions may apply. See your local Sam's Club Pharmacy for details. Taxes or other fees may apply.

## **Optical Terms & Conditions**

Plus members receive 20% off Glasses Valid Prescription required. Cannot be used in conjunction with Insurance/Managed Care.

Buy one get one Free Youth Frames Valid prescription and membership required. Only available in-club. Requires purchase of a youth frame plus prescription lenses. Second pair of youth

frames and prescription lenses must be for the same prescription for the same patient. Second pair of youth frames plus lenses must be equal to or lesser than the value of the first pair. Youth Lens are available for prescriptions ranging from -8.00 to +6.00. Some limitations do apply. Cannot be combined with other offers.

## **Tire Repair Terms & Conditions**

In order for Sam's Club to provide repair, tires must meet RMA (Rubber Manufacturers Association) guidelines for repair.

## **Club Pickup, Local Delivery, and Additional Pickup Locations Terms and Conditions**

### **I. Introduction**

In a continuing effort to provide legendary member service and experience, Sam's Club offers Club Pickup, Local Delivery, and Additional Pickup Locations ("Pickup and Delivery Services") for certain Members shopping on SamsClub.com. Participation in these Services is subject to these "Pickup and Delivery Terms and Conditions." By participating in these Pickup and Delivery Services, you acknowledge that you have read these Pickup and Delivery Terms and Conditions, understand them, and agree to be bound by them.

Participation in these Pickup and Delivery Services is subject to these Pickup and Delivery Terms and Conditions, the Membership Terms and Conditions, the Website Terms and Conditions, and other Sam's Club rules and policies as may be applicable.

All Sam's Club rules, including these Pickup and Delivery Terms and Conditions, may be amended from time to time without notice.

### **II. Club Pickup**

- Club Pickup is a free service for Sam's Club Members that lets you order online at SamsClub.com and pick up your goods at any Sam's Club in the US or Puerto Rico.
- Simply place your order online at SamsClub.com, select a day and time that fits your schedule, and then pick up your items from the designated Sam's Club.
- Not all items are eligible for Club Pickup. Eligible items will be noted online with the option "Pick up in Club."
- We aim to have your goods ready at the pickup time you selected when placing your order, but we do not guarantee that the goods will be ready on or by a certain date and time. Sam's Club will not be liable for not having the goods ready outside of the requested pickup slot or for failing to provide all or any of the goods in your order.

### **III. Local Delivery**

- Local Delivery is a service for Sam's Club Members who own or operate a business that lets you order online at SamsClub.com and have your goods delivered to your business location. Local Delivery is currently only offered in select Clubs and zip codes for select merchandise. To find out if local delivery is available in your area, contact your local Club.
- To use Local Delivery, simply place your order online using Easy Reorder, select the Local Delivery option, and select a day and time that fits your schedule. Your items will be delivered to the designated address. We can only deliver to an address stored in your address book in your account. Local delivery requires that your order be paid online at the time of order placement, although adjustments may be made for weighted items pursuant to Section V of these Pickup and Delivery Terms and Conditions.
- A delivery fee based on your location will be incurred for use of the local delivery service, and that fee will be shown at the time of order placement. Unless the order is later returned to the Club in its entirety, this fee is non-refundable once the order is delivered to the member. If the order is unable to be delivered for any reason, no delivery fee will be charged.
- You may cancel your order by calling the Club where the order was placed no later than close of business on the day prior to the requested delivery date.
- We aim to deliver your goods within the delivery window you selected when placing your order, but we do not guarantee that the goods will be delivered on or by a certain date and time. Sam's Club will not be liable for delivering the goods outside of the requested delivery slot or failing to deliver all or any of the goods in your order.

#### **IV. Additional Pickup Locations**

- Additional Pickup Locations is a service for Sam's Club members that lets you order online at SamsClub.com and pick up your goods at a local location outside of the Club. Additional Pickup Locations is currently only offered in select Clubs to select Members and for select merchandise. If Additional Pickup Locations are available in your area it will show up as an option at time of checkout.
- Simply place your order online using Easy Reorder, select the most convenient Additional Pickup Location, and select the day and time that fits your schedule. Your items will be shipped to that location. Use of the Additional Pickup Locations service requires that your order be paid online at the time of order placement.
- A flat fee, based on the location selected, will be incurred for use of the Additional Pickup Locations service, and that fee will be shown at the time of order placement. Unless the order is later returned to the Club in its entirety, this fee is non-refundable once the order is picked up at the Additional Pickup Location. If the order is not picked up for any reason, no Additional Pickup Locations fee will be charged.
- You may cancel your order by calling the Club where the order was placed no later than close of business on the day prior to the requested pickup date

- We aim to deliver your goods at the designated Additional Pickup Location within the pickup window you selected when placing your order, but we do not guarantee that the goods will be available on or by a certain date and time. Sam's Club will not be liable for providing the goods outside of the requested pickup slot or failing to provide all or any of the goods in your order.

#### **V. Pricing and Weighted Items**

- All prices on SamsClub.com are shown in US dollars. Prices, unit prices (for weighted items), and available quantities may vary by Club and date.
- Local Delivery or Additional Pickup Locations: Price or unit price for each item is determined by the online price at the time of order placement.
- Club Pickup: Price or unit price will be determined at the time you provide payment information.
  - If you choose to pay for a Club Pickup order in-Club at the time of pickup, the price or unit price (for weighted items) charged for each item will be based on the price at the time of pickup, and that price or unit price may be different from the online price at the time of order placement.
  - If you pay in advance on SamsClub.com at the time of order placement, then the price or unit price of each item is determined by the online price at the time you place your order.
  - In either case, the final price of fresh weighted items will be based on the applicable unit price and the quantity actually purchased.
- Weighted Items: For certain items, including fresh meat, home meal solutions, and some bakery and cheese products, your final price is based on the unit price at the time you provide payment information and the actual weight of the item you purchase. At the time of online order placement, you will select the desired quantity of an item and be shown a maximum price that will be charged for the item. In no event will the final price of the weighted item exceed the maximum price that was authorized at the time of order placement.
- See the Instant Savings Terms and Conditions for details about the applicability of Instant Savings to Club Pickup, Local Delivery, and Additional Pickup Locations orders.

#### **VI. Payment**

Members can pay for these Services by any form of payment currently accepted under the Membership Terms and Conditions, except that Members are not able to pay online using cash or check.

#### **VII. Authorization Process**

When you place an order, Sam's Club authorizes your credit or debit card to make sure sufficient funds are available. Also note that all credit/debit card holders are subject to validation checks by third parties and authorization by the card issuer. If the issuer of the card refuses to authorize payment or any other validation checks return adverse results, we will not accept your order. We will not be liable for non-processing of your order. Please contact your card issuer or your bank for the reason of refusal.

## **VIII. Taxes**

We are required by law to collect all taxes based on where your order is being processed. When you review your order total during the checkout process, you'll see the estimated sales tax. Actual taxes will be charged based on your delivery or pick up destination or the address from where the order is sourced, depending upon state and local laws. Taxes may be applied to pre-discounted prices depending on state and local laws.

## **IX. Order Cancellation**

- For Club Pickup, orders that are not picked up within the Club two days after the selected pickup date will automatically be cancelled and items returned to inventory. If the Club Pickup order was prepaid, you will not be charged if the order is cancelled.
- For Local Delivery and Additional Pickup Locations orders, those orders will be cancelled after the delivery vehicle returns to the facility after the selected time window has passed, and items will be returned to inventory. You will not be charged for the product or any fees if the order is cancelled.

## **X. Miscellaneous Terms**

Sam's Club reserves the right to amend, cancel or temporarily suspend these Pickup and Delivery Services, in whole or in part, or change any of these Pickup and Delivery Terms and Conditions at any time for any or no reason.

# **Sam's Club Subscription Order Service Terms and Conditions**

## **I. Introduction**

These Subscription Order Service Terms and Conditions govern Sam's Club's Subscription Order Service. The Sam's Club Subscription Order Service allows Members to save time by subscribing online to have products shipped regularly on a schedule of the Member's choosing. By participating in the Subscription Order Service, you acknowledge that you have read these terms and conditions, understand them, and agree to be bound by them, and you further understand that you are authorizing an automatic, recurring charge to your chosen method of payment each time a Subscription Order is filled.

Participation in the Subscription Order Service is subject to these Subscription Order Service Terms and Conditions, the Membership Terms and Conditions, the Website Terms and Conditions, and other Sam's Club rules and policies as may be applicable. Participation in the Subscription Order Service constitutes acceptance of these Subscription Order Service Terms and Conditions.

All Sam's Club rules, including these Subscription Order Service Terms and Conditions, may be amended from time to time without notice.

For more information about starting a Subscription Order, or changing, pausing, or canceling a Subscription Order, go to [Learn more](#) page.



## **II. Sam's Club Membership or Guest Membership Required**

Only current Sam's Club Members or Guest Members who have an online account, who have a current email address, and who are shipping to addresses in the 48 contiguous United States (excludes Puerto Rico, Guam, the US Virgin Islands, PO Boxes or to Military APO/FPO addresses) may place Subscription Orders.

## **III. Starting a Subscription**

Subscription Orders are limited to items displayed on SamsClub.com that have a "Subscribe" link, which you may use to start a Subscription Order. Participation in the Subscription Orders Service may not be assigned or transferred.

## **IV. Processing Subscription Orders**

If any problems arise with your Subscription Order, or with the shipping address or payment method associated with your order, and Sam's Club is unable to resolve the problem, we may notify you via e-mail using the address associated with your Membership or Guest Membership. It is important that you keep your information current with an accurate email address that you regularly check. If problems arise with your Subscription Order that Sam's Club cannot resolve, your order may be cancelled and any future Subscription Orders may not be processed by Sam's Club until the problem has been resolved.

## **IV. Accepted Payment Methods**

Payment for Subscription Orders may be made in any form authorized under the Membership Terms and Conditions, except that no checks, gift cards, or debit cards are accepted for Subscription Orders.

## **V. Subscription Order Billing**

The total cost for each item charged to your designated payment method for each recurring Subscription Order will be the cost of the item on the day that the recurring order is filled rather than the day the original subscription order was placed, plus any applicable sales tax.

The charge for each Subscription Order shipment will be billed to the payment method used to create your Subscription Order account. If we are unable to complete your Subscription Order with the payment method you used to create your Subscription Order, your order will be cancelled unless or until you update your payment method information. Please remember to update your payment method information as necessary to avoid delays or cancellations. Your Subscription Order will remain in effect until it is cancelled by you or Sam's Club, or if the order cannot be fulfilled.

## **VI. Low Inventory or Item Out of Stock**

If Sam's Club no longer has the item you ordered in stock, you will be notified via the email associated with your Membership Account or Guest Membership. If Sam's Club does not have a sufficient number of the item to satisfy your order, it reserves the right to make a partial shipment based on the amounts available.



## **VII. Changing, Canceling, or Skipping Subscription Orders**

If you choose to enroll in a Subscription Order, you will continue to receive your order until you cancel your Subscription Order. After you have created a Subscription Order, you can change, cancel, or skip your Subscription Order in My Subscription page. From there you can modify your shipping address, change the delivery frequency, update your payment method, or pause or resume an order.

You will receive a Subscription Order reminder email prior to your order being shipped. The email will contain information on how to change or cancel your Subscription Order, or you can make the changes via your Order History page. Any changes made by you to your Subscription Order will take effect with your next scheduled delivery, but these changes made by you to your Subscription Order must be made prior to 5 p.m. EST on the Sunday prior to the date your next order will be placed to be effective for your next order.

## **VIII. Returns**

All returns of Subscription Orders are subject to the Sam's Club Return Policy available [here](#).

## **IX. Shipping and Delivery**

Shipping and Delivery prices and timelines may vary on shipping location and is subject to the Shipping and Delivery prices and timelines in effect at the time of shipment for each Subscription Order.

## **X. Termination and Interruptions**

- Sam's Club reserves the right to amend, cancel or temporarily suspend the Subscription Order Service, in whole or in part, or change any of these Subscription Order Service Terms and Conditions at any time for any or no reason. If this occurs, you will only be charged for orders that have been shipped to you.
  - Sam's Club will not be liable for any interruptions to the Subscription Order Service. We aim to have your goods ordered, shipped, and delivered per your Subscription Order schedule, but we do not guarantee that Subscription Orders will be processed and delivered on or by any date.
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